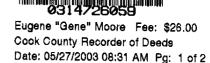
1. The Selling or Refinancing Borrower ("Borrower") identified below has or had an interest in the property (or in a land trust holding title to the property) identified by



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SEE ATTACHED LEGAL DESCRIPTION

which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on as document as document
number 10/1077509 is County, granted from MMERIQUEST MIG CO. to
[ASCASIO 4 SHIRLEY ACIDITED. On or after a closing conducted on, Title Company disbursed funds
pursuant to a payoff letter from the Mortgagee, or its agent or assignee (hereinafter "Mortgagee"), for the purpose of causing
the above mortgage to be satisfied.
3. This document is not issued by or on behalf of the Mortgagee or as an agent of the Mortgagee. This document is not
a release of any mortgage. The extent of any cortinging obligation of the Borrower to the Mortgagee is a matter of the contract
between them, on which Borrower should seek in dependent legal advice, and on which subject Title Company makes no implied
or express representation, warranty, or promise. This Accument does no more and can do no more than certify-solely by Title
Company, and not as agent for any party to the closing that funds were disbursed to Borrower's Mortgagee. Any power or duty
to issue any legal release of the Mortgagee's mortgage res s solely with the Mortgagee, for whom the Title Company does not
act as agent with respect to the subject closing or the subject m ortgage. No release of mortgage is being hereby issued by the
Title Company. No release of mortgage will be issued by the Title Company, and no mortgage release, if issued by the
Mortgagee, will be recorded by the Title Company as a result of the closing, as a result of this document, or as a result of
any actual or alleged past practice or prior course of dealing with any party or party's attorney. Title Company makes no
undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives, and
releases any obligation of the Title Company, in contract, tort, or under statute with regard to obtaining, verifying, or
causing the present or future existence of any mortgage release, or with regard to the recording of any mortgage release,
now or in the future.
4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Title Company within 60 days
of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Title Company's obligations to
Borrower shall be satisfied, with Title Company to have no further obligation of any kind whatspever to Borrower arising
out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sole an I exclusive remedy for
Title Company's failure to record within 60 days shall be a refund upon demand of amounts collected from Borrower for
recordation of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any other provisions of this
RECORD OF PAYMENT.
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5. This document is a total integration of all statements by Title Company relating to the mortgage. Borrower represents that

no statements or agreements inconsistent with the terms of this record have been made, and that any allegation of any prior statement or representation, implied or express, shall be treated at all times by both parties as superseded by the statements, disclaimers, releases and waivers contained herein. Borrower waives any right to rely on any statement or act alleged to be inconsistent with the terms hereof, unless contained in a writing signed by both parties, which expressly states that it is negating

PREPARED BY:

the legal efficacy of this document.

3225 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 60657



Colas Agrit Borrower **₩** 80% 333-CT

RECOFPMT 11/02 DGG

0314726059 Page: 2 of 2

HICAGO ITILE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA3211152 NA

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 35 IN BLOCK 9 IN HEILD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 9, 10, 11 AND 12 IN FALCONER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ERRED TO.

OCK 9 IN HEILD
ALCOMER'S ADDITION
ST 1/4 OF SECTION 28,
MERIDIAN, IN COOK COUNTY.

13-25 201-634

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